**BENGALURU CENTRAL CITY CORPORATION**

# REQUEST FOR PROPOSAL FOR

## Collection of Parking Fees for Vani Vilas Road, Vasavi Temple Street, Kanakapura Road, Diagonal Road, Patalamma Road & T Mariyappa Road

Office of the:

Superintending Engineer – Zone 2
Bengaluru Central City Corporation
4th floor, Annex Building-3
Bengaluru – 560002

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# BENGALURU CENTRAL CITY CORPORATION

No: SE/BCCC/Z-2/TEND/02/2025-26

Office of the Superintending Engineer
Zone-2, BCCC
4th Floor, Annex Building-3,
Bengaluru – 560 002

**Date: 05.12.2025**

## INVITATION FOR SHORT TERM TENDER
## (Only through KPP Portal) Two Cover System

1. The Superintending Engineer, Zone-2, BCCC, Bengaluru on behalf of the Commissioner, BCCC invites tenders from eligible Contractors firm registered in Bengaluru Central City Corporation or equivalent registration with Labour Department or any State Government Organizations for the **Collection of Parking Fees for Various roads in Bengaluru Central City Corporation, Zone-2** as detailed in the table below. The tenderers may submit tenders for Service given in the table through KPP Portal of the Government of Karnataka (viz https://kppp.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified as per **RFP** Documents the Instructions to Tenderers to qualify for award of the contract
2. Tender documents may be downloaded from the KPP portal of the Government of Karnataka from **08-12-2025**
3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **180** days beyond the validity of the tender.
4. Tenders must be submitted online through KPP portal on or before **16.00 hours on 05-01-2026** and the opening of tenders will be as per e procurement portal guidelines
5. Other details can be seen in the tender documents.

| Sl. No | Description | Minimum Reserve Annual License fee (Rs in Lakhs) | EMD (In Rs) | Tender Fee | Period of Tender |
|---|---|---|---|---|---|
| 1 | Collection of Parking Fees Commercial Street (Kamaraj Road) to OPH Road, Main Guard Road From Safina Plaza to | 155.30 | 2,33,000/- | As per KPP Portal | 3 Years + 2 years of extension |

| Sl. No | Description | Minimum Reserve Annual License fee (Rs in Lakhs) | EMD (In Rs) | Tender Fee | Period of Tender |
|---|---|---|---|---|---|
| | Dispensary Road & Dickenson Road | | | | |
| 2 | Collection of Parking Fees Dispensary Road (OPH Road) to Kamaraj Road & Ibrahim Sahib Street Road | 134.90 | 2,02,350/- | As per KPP Portal | 3 Years + 2 years of extension |
| 3 | Collection of Parking Fees for Millers Road Junction, Planeterium Road, St. John's Church Road & St. John's Road | 183.90 | 2,76,000/- | As per KPP Portal | 3 Years + 2 years of extension |
| 4 | Collection of Parking Fees for 2nd temple road in Dattatreya Temple Ward, Sampige Road, Railway Parallel Road & BVK Iyengar road | 156.30 | 2,35,000/- | As per KPP Portal | 3 Years + 2 years of extension |
| 5 | Collection of Parking Fees for Mavalli Tank Bund road, DVG Road in Sunkenahalli Ward, Shankarmatt Road & PMK Road | 177.84 | 2,67,000/- | As per KPP Portal | 3 Years + 2 years of extension |
| 6 | Collection of Parking Fees for Vani Vilas Road, Vasavi Temple Street, Kanakapura Road, Diagonal Road, Patalamma Road & T Mariyappa Road | 198.90 | 2,99,000/- | As per KPP Portal | 3 Years + 2 years of extension |

**Note:**

1. Pre Bid Meeting will be held on **23.12.2025 at 15.00 Hrs noon** in the office of the Chief Engineer – Zone 1, Bengaluru Central City Corporation 18th floor, Public Utility Building, Bengaluru to clarify the issue and answer questions on any matter that may be raised at the stage as stated in " Instructions to Bidders" of the Bidding document
2. Technical Bids will be opened on the website https://kppp.karnataka.gov.in in the office of the Superintending Engineer, Zone-2, BCCC, Bengaluru on **07.01.2026** at **16.30 hrs**.
3. Aspiring Bidders/Contractors who have not registered in KPPP should register before participating through the website https://kppp.karnataka.gov.in
4. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.

5. The Service Provider will be selected under **Highest Bid Selection** Method as prescribed in this RFP.
6. All the required information required for Bids must be filled and submit online.
7. For details, registration and e-payment visit GOK KPPP website https://kppp.karnataka.gov.in or contact KPPP Helpdesk at 080 – 22371090, 22373788.
8. All other conditions Remains same as per RFP
9. Addendum or Corrigendum of the above work will be updated only in KPPP portal.

Sd/-
Superintending Engineer
Zone 2
Bengaluru Central City
Corporation

**Copy Submitted to:**

1. The Commissioner, BCCC for kind information
2. Additional Commissioner (Development), BCCC for kind information.
3. Additional Commissioner (Revenue), BCCC for kind information
4. Chief Engineer (Zone-2), BCCC for kind information
5. CAO/ DCF for kind information.
6. All Executive Engineers of BCCC with request to publish the same in the display/notice boards.
7. Assistant Revenue Officer (Advertisement) for information.
8. Accounts Superintendent / Cashier for information.
9. Public Relation Officer, BCCC with a request to take need full action to publish the same in any two leading daily newspapers (in Kannada and English),
10. Notice Board.
11. Office Copy.

Superintending Engineer
Zone 2
Bengaluru Central City
Corporation

## SECTION 1 LETTER OF INVITATION

Dear Sir/Madam,

Bengaluru Central City Corporation is desirous of obtaining services for the **"Collection of Parking Fees for Vani Vilas Road, Vasavi Temple Street, Kanakapura Road, Diagonal Road, Patalamma Road & T Mariyappa Road"** Bengaluru Central City Corporation intends to procure these services from reputed service providers with relevant experience in vehicle parking fee collection for government entities or government undertakings. The assignment will be awarded to a qualified contracting firm through the KPPP platform. Tender documents can be downloaded from the Government of Karnataka's KPP portal: https://kppp.karnataka.gov.in.

The Bidder shall pay the EMD amount as specified in the tender notification along with the technical bid. The EMD shall be paid through the KPP Portal. The EMD of successful bidders will be refunded upon successful and satisfactory completion of the tender period. No interest shall be paid on the EMD amount deposited.

More details on the Services are provided in the attached Terms of Reference.

1. The RFP can be Downloaded by all the eligible firms
2. No joint ventures or associations are allowed
3. The Service Provider will be selected under **Highest Bidder**

**Procedures** prescribed in this RFP

4. The RFP includes the following documents:
    - Section 1 - Letter of Invitation
    - Section 2 - Information to Service Providers
    - Section 3 - Technical Proposal - Standard Forms
    - Section 4 - Financial Proposal - Standard Forms
    - Section 5 - Terms of Reference
    - Section 6 - Standard Form of Contract.

## SECTION 2. INFORMATION TO SERVICE PROVIDERS

### 1. INTRODUCTION

1.1 Bengaluru Central City Corporation in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The Service Providers are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Service Provider.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Service Provider under each phase must be to the Bengaluru Central City Corporation satisfaction before work begins on the next phase.

1.4 The Service Providers must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Providers are encouraged to pay a visit to the Bengaluru Central City Corporation before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet.

1.5 The Service Providers note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Bengaluru Central City Corporation, are not reimbursable as a direct cost of the Assignment; and (ii) the Bengaluru Central City Corporation is not bound to accept any of the Proposals submitted.

1.6 Bengaluru Central City Corporation expects Service Providers to provide professional, objective and at all times hold the Bengaluru Central City Corporation interests without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Service Providers shall not be hired for any assignment that would be in conflict with their prior or current obligations, or that may place them in a position of not being able to carry out the assignment in the best interest of the Bengaluru Central City Corporation.

1.6.1 Without limitation on the generality of this rule, Service Providers shall not be hired under the circumstances set forth below:

a) A firm which has been engaged by the Bengaluru Central City Corporation to provide goods/ works/services for a project, and any of their affiliates, shall be disqualified

from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

b) Service Providers or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Service Providers.

1.7 It is Bengaluru Central City Corporation's policy to require that Service Providers observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the Bengaluru Central City Corporation:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:
   (i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
   (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Service Providers (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK / Bengaluru Central City Corporation to inspect Service Provider's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK / Bengaluru Central City Corporation.

1.8 Service Providers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK / Bengaluru Central City Corporation in accordance with the above sub para 1.7 (d).

1.9 Service Providers shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses

indicated in the Data Sheet.

1.10 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

1.11 The tenderer is required to submit/upload a certificate confirming that they have read and understood the above clauses, in the format prescribed in Appendix F (Section 6).

## 2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Service Providers may request clarification on any item in the RFP document up to the number of days specified in the Data Sheet prior to the Proposal submission deadline. Any such request must be submitted in writing—by paper mail, cable, telex, facsimile, or electronic mail—to the Bengaluru Central City Corporation address indicated in the Data Sheet. Bengaluru Central City Corporation will respond to these requests via cable, telex, facsimile, or electronic mail and will circulate copies of the response (including a clarification of the query, without disclosing the source of the inquiry) to all invited Service Providers intending to submit proposals.

2.2 At any time prior to the submission of Proposals, Bengaluru Central City Corporation may, for any reason—either at its own initiative or in response to a clarification requested by an invited firm—modify the RFP documents through an amendment. Any such amendment shall be issued in writing via addenda. These addenda will be published online or sent by electronic mail to all invited Service Providers and shall be binding on them. Bengaluru Central City Corporation may, at its discretion, extend the deadline for the submission of Proposals.

2.3 A Pre-Bid Meeting will be held to clarify issues and respond to any questions raised with respect to RFP, as submitted in the "Pre-Bid Queries" format provided in Appendix B (Section 6) of this document

## 3. SCOPE OF WORK

3.1 **Operational Hours:** The Licensee shall operate the on-street pay-and-park facility continuously for 24 hours a day, on all days including Saturdays, Sundays, and public holidays.

3.2 **Tariff Compliance:** Parking charges shall be levied strictly in accordance with the rates prescribed by Bengaluru Central City Corporation under this agreement. The Licensee is prohibited from collecting any additional amounts, including taxes or surcharges, beyond the officially notified tariff in Appendix E (Section 6)

3.3 **Designated Parking Areas:** Vehicles shall be parked strictly within demarcated parking spaces as per the layout plans provided

in the Appendix G. No encroachments or unauthorized usage of adjacent areas shall be permitted, and would invite heavy penalties as outlined in the document

3.4 **Penalty Schedule:** In the event of non-compliance with the Scope of Work or any other conditions stipulated in this RFP, penalties shall be imposed in accordance with the penalty schedule provided in Penalty Schedule (H), Section 6.

3.5 The field infrastructure, including signage, physical assets, personnel and their SOPs—should be seamlessly integrated to deliver the following step-by-step journey for the user:

- **(a)** **Step 1**: User checks parking availability on Variable Message Signboards (VMS) installed at the start and end of the road.
- **(b)** **Step 2**: If parking is available, user enters the road.
- **(c)** **Step 3**: User finds an available parking slot and parks the vehicle.
- **(d)** **Step 4**: User checks parking rates (per hour and day pass) displayed on boards installed every 150 meters.
- **(e)** **Step 5**: Based on estimated parking duration, user selects either per hour ticket (if ≤ 5 hours) or day pass (if > 5 hours).
- **(f)** **Step 6**: Warden issues a parking ticket using handheld POS machine, system captures and logs: serial number, parking slot number, pay-and-park location, ward, name of authorized Licensee, date, vehicle number, vehicle type, time of entry, mode of payment, amount of payment, ticket data is synced in real time with the central system.
- **(g)** **Step 7**: If user overstays initial ticket duration, POS detects overtime, alerts warden, warden pastes overtime sticker on vehicle, new ticket is issued for the extended duration.
- **(h)** **Step 8**: At time of exit, warden marks the parking slot as vacant on the POS, real-time update pushed to central system, VMS boards reflect updated availability.
- **(i)** **Step 9**: All parking activity data (occupancy, payments, violations) is continuously pushed to the centralized digital system for monitoring, reporting, and audit.

3.6 **Site Setup and Maintenance Responsibilities:** The Licensee shall be responsible for setting up and maintaining the parking area at its own cost. This includes the provision of smart handheld devices, electrical connections, and other infrastructure necessary for smooth operations. All parking bays shall be marked using

Thermoplastic Paint, in accordance with the approved site plan. These requirements must be fulfilled prior to site possession.

3.7 **Issuance of Parking Tickets:** The Licensee shall issue parking tickets exclusively through Handheld Pay & Park Electronic Devices. Each ticket must include a serial number, pay-and-park location, ward, name of the authorized Licensee, date, vehicle number, vehicle type, mode and amount of payment, time of entry. A ticket at the time of exit should also be issued if the car has been parked for a greater number of hours than the ticket was taken for initially. A Bengaluru Central City Corporation logo must be printed on the ticket. These devices must automatically calculate the payable parking amount, and the cost of such devices shall be borne by the Licensee.

3.8 **Buffer Stock of Handheld Devices:** The Licensee shall maintain a buffer stock equivalent to at least 25% of the total number of handheld devices required for uninterrupted operation on any designated stretch, to ensure service continuity in case of device malfunction. Manual ticketing is strictly prohibited and any violation will attract penalties as specified in Penalty Schedule (H), Section 6.

3.9 **Data retention and transmission**: All transactional data generated through the handheld devices shall be made available to Bengaluru Central City Corporation in real time for their perusal. Additionally, a consolidated monthly report detailing pictures of the site, occupancy, revenue collections and transaction summaries shall be submitted to the Bengaluru Central City Corporation Head Office.

3.10 **Ticket Format and Information Placement:** Payment slips issued to vehicle owners shall clearly mention the applicable parking charges. The schedule of rates must be printed in the center of the ticket to prevent mutilation or omission.

3.11 **Digital and Cash Collection Protocol:** The Licensee shall provide cashless transactions options through UPI, credit card, debit card, and net banking. Cash collections, if any, must be recorded through the handheld device and appropriately tagged. The handheld device must distinguish and separately report cash collections to the central system.

3.12 **Enforcement of Unauthorized Parking and Towing Charges:** If any vehicle is found parked within the area defined in the layout map (Appendix G, Section 6) but outside the earmarked parking

slots, the Licensee shall be responsible for initiating towing of the vehicle. The Licensee shall be entitled to collect towing charges of INR 650 for two-wheelers and INR 1,000 for three-wheelers and four-wheelers directly from the vehicle owner. Proper documentation and reporting of such incidents must be maintained and shared with Bengaluru Central City Corporation.

3.13 **Non-Preferential Access:** Parking shall be allotted strictly on a "First Come, First Served" basis. The Licensee shall not provide preferential treatment to any person or entity.

3.14 **Prohibition of Manual Slips:** Manual parking slips are strictly prohibited and only e-tickets in the format as outlined in the RFP should be issued via electronic handheld machines. Detection of manual slip issuance shall attract heavy penalties as outlined in the agreement and may result in contract termination.

3.15 **Illuminated Signage Boards:** Illuminated signage boards (size 3 ft x 2 ft) must be installed by the Licensee at intervals of every 150 meters along designated PAY & PARK stretches. The boards shall display the following in a clearly legible manner:

(a) Pay-and-park availability
(b) Approved tariff rates
(c) Sample of the E-ticket that is issued via handheld machines and,
(d) Bengaluru Central City Corporation logo
(e) Name, phone number and address of the Vendor

3.16 **Display of Parking Rates:** Approved parking tariffs must be prominently displayed at all entry and exit points and on signage boards throughout the facility. These boards shall be placed in well-lit areas to ensure visibility during all hours.

3.17 **CCTV Surveillance and Data Management:** The Licensee shall install and maintain a minimum of one CCTV camera every 200 meters to oversee the designated parking locations. Each site must be equipped with the necessary computer infrastructure to store and manage video footage, which shall be made available to Bengaluru Central City Corporation upon request. A backup of all CCTV footage must be retained for a minimum period of six months. Minimum camera specifications: 4K Full HD (8MP) resolution, IP66 or higher ingress protection, and night vision capability.

3.18 **Liability for Vehicle Safety and Damages:** The contracting agency shall bear full responsibility for any loss, theft, or damage

to vehicles parked within the designated parking areas. Bengaluru Central City Corporation shall not be held liable in any manner for such incidents.

3.19 **Integration with Bengaluru Central City Corporation digital platforms in future:** In the event Bengaluru Central City Corporation develops or deploys a centralized digital application for citizen convenience, the Licensee shall ensure that all internet based handheld devices used for parking operations are integrated with such an application, as and when directed by Bengaluru Central City Corporation.

3.20 **Deployment of Parking Personnel:** The Licensee shall, at its own cost, deploy adequate parking personnel per shift to cater to the citizen traffic at each pay-and-park location. All personnel must be equipped with valid identity cards and wear prescribed uniforms.

3.21 **Restriction on Subletting:** Subletting of the parking site, whether in full or in part, is strictly prohibited. The Licensee must manage operations directly through its own employees. Any detection of subletting shall render the license and contract liable for cancellation or termination, subject to prior approval from the competent authority.

3.22 **Liability and Site Due Diligence:** The Licensee shall be solely responsible for any claims by vehicle owners arising from loss or damage to their vehicles. Bengaluru Central City Corporation shall be fully indemnified against any such claims. Bidders are advised to conduct an independent survey of the site and review existing operations before submitting their bids. No claims citing lack of understanding shall be entertained, as the process is conducted transparently, and all information is in the public domain.

3.23 **Revision of Parking Tariff and License Fee Adjustment:** Notwithstanding anything contained herein, Bengaluru Central City Corporation reserves the right to revise the parking tariffs at any time during the contract period. In the event of such a revision, the monthly license fee payable by the Licensee shall be adjusted proportionately in line with the percentage increase or decrease in the approved parking rates.

3.24 The contracting agency must ensure that no illegal or objectionable activities are permitted. This includes implementing scientific methods to regulate the entry and exit of vehicles. If any

such activity or lapse occurs during the contract period, the contracting agency shall bear full responsibility. Bengaluru Central City Corporation will not be held liable in any legal proceedings.

## 4. PREPARATION OF PROPOSAL

4.1 Service Providers are requested to submit a Proposal written in the language(s) specified in the Data Sheet.

**Technical Proposal**

4.2 In preparing the Technical Proposal, Service Providers are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

4.3 While preparing the Technical Proposal, Service Providers must give particular attention to the following:

4.3.1 Only firms with the following minimum experience within the last five years will be considered for evaluation of the Technical Proposal.

4.3.2 The Service Provider must possess a valid Company/Firm Registration Certificate.

4.3.3 The Service Provider must possess a valid Registration Certificate from the Labour Department.

4.3.4 The Service Provider must possess valid ESI and PF Registration Certificates.

4.3.5 The Service Provider must have satisfactorily completed parking fee collection services amounting to at least **INR 99.46 lakhs**

4.3.6 As proof, a certificate duly signed by a Competent Authority of a rank not below Executive Engineer must be submitted along with the Technical Bid.

4.3.7 The Service Provider must have achieved a minimum financial turnover of **INR 397.80 lakhs** in at least two financial years between FY 2021-22, 2022–23, FY2023-24 and FY 2024–25.

4.3.8 This must be supported by a certificate from a Chartered Accountant, submitted along with the Technical Proposal.

4.3.9 The Service Provider must demonstrate liquid assets and/or access to credit facilities of not less than **INR 59.68 lakhs**, supported by appropriate documentation (e.g., credit lines, letters of credit, or certificates from banks).

4.4 Reports to be issued by the Service Providers as part of this assignment must be in both English and Kannada. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

4.5 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

4.5.1 A brief description of the Service Provider's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

4.5.2 Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

4.5.3 A description of the methodology and SOP to be followed for collecting parking revenues (Section 3D).

4.5.4 The list of the proposed staff team by their role, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

4.5.5 Financial turnover for the past three years to assess the bidder's financial capacity and determine compliance with the minimum technical requirements (Section 3F).

4.5.6 Any additional information requested in the Data Sheet and signed forms as part of the appendix (Section 6).

4.6 The Technical Proposal shall not include any financial information.

**Financial Proposal**

4.7 While preparing the Financial Proposal, Service Providers are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow the Standard Forms (Section 4) and must incorporate the costs and comply with the requirements specified in Section 4A.

4.8 Service Providers shall express the price of their services in Indian Rupees an in the format as mentioned in Section 4B.

4.9 The Data Sheet indicates how long the proposals must remain valid after the submission date (180 days from the date of submission). During this period, the Service Provider is expected to keep available the key professional staff proposed for the

assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Service Providers who do not agree have the right not to extend the validity of their proposals.

## 5. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

5.1 Interested bidders shall login to https://kppp.karnataka.gov.in and follow the procedures and guideline given there or call the KPPP help desk to get themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.

5.2 Downloading of tender documents, submission of proposal all will be through Government of Karnataka KPP website https://kppp.karnataka.gov.in under login for Service Providers. Service Providers must get themselves registered, acquainted and trained on the procedure of participating in KPP portal.

5.3 **EMD**

5.3.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) as per described in tender notification

5.3.2 If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;

5.3.3 If the Tenderer does not accept the Correction of the Tendered Price, pursuant to Clauses; or

5.3.4 In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:

1. Sign the Agreement; or
2. Furnish the required Performance Security.

5.4 The original Proposal shall be prepared as per RFP document.

5.5 An authorized representative of the Service Provider initials all pages of the Proposal along with seal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

5.6 The Bidder shall submit the bids separately i.e., "Technical" and "Financial" electronically online in e-portal.

5.7 Tenderer has all the time to modify and correct or upload any relevant document in the portal before submission on e-portal.

5.8 The last date and time including hours, minutes and seconds for submission will be mentioned in the e-portal, the bid will disappear automatically immediately after the time of submission is elapsed.

5.9 After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated and the Financial Proposal of only qualified bidders will be opened in presence of the bidders who choose to attend.

## 6. PROPOSAL EVALUATION

### General

6.1 From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Bengaluru Central City Corporation on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Bengaluru Central City Corporation in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

### Evaluation of Technical Proposals

6.3 The evaluation committee appointed by the Bengaluru Central City Corporation, both as a whole and through its individual members, evaluates the proposals based on their compliance with the conditions specified in Section 4.3 (Preparation of Proposal). A proposal shall be rejected at this stage if it does not adequately address key aspects of the Terms of Reference or fails to meet the minimum technical criteria outlined in Section 4.3.

**Note:** The Technical bids of only the firms satisfying the above criteria will be considered for evaluation.

**Public Opening and Evaluation of Financial Proposals; Ranking**

6.4 After the Evaluation of all the Technical Proposals are completed, the Employer shall display in the KPPP Website the Name of those Service Providers whose Proposals did not meet the minimum Qualifying criteria or were considered Non-Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals shall not be opened. The Employer shall simultaneously display in the KPPP Website the Names of the Service Providers that have secured the minimum Qualifying Mark.

6.5 The Financial Proposals shall be opened publicly in the presence of the Service Providers' representatives who choose to attend. The name of the Service Provider, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening

6.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

6.7 The Bengaluru Central City Corporation will select the highest license fee bidder ('evaluated' price). The selected Service Provider will be invited for negotiations.

## 7. NEGOTIATIONS

7.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

7.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Bengaluru Central City Corporation and Service Provider will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most

the Service Provider can offer within the available budget and to clearly defining the inputs required from the Bengaluru Central City Corporation to ensure satisfactory implementation of the Assignment.

7.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

7.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed key professional staff, the Bengaluru Central City Corporation expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Bengaluru Central City Corporation will require assurances that the experts will be actually available. The Bengaluru Central City Corporation will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Service Provider may be disqualified.

7.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Bengaluru Central City Corporation and the Service Provider will initial the agreed contract. If negotiations fail, the Bengaluru Central City Corporation will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

## 8. AWARD OF CONTRACT

8.1 The contract will be awarded following negotiations. After negotiations are completed, the Bengaluru Central City Corporation will promptly notify unsuccessful Service Providers who did not pass the technical evaluation (para 4.3)

8.2 The Service Provider is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## 9. CONFIDENTIALITY

9.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Providers who submitted the proposals or to other persons

not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

## 10. PERFORMANCE SECURITY

10.1 Within 15 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security Deposit (refundable without interest) in any of the following forms, amounting to **INR 9,95,000/-** Banker's Cheque, Demand Draft, Bank guarantee (Appendix C) or Pay Order in favor of the Commissioner, Bengaluru Central City Corporation, payable at Bengaluru.

10.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

10.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 9.1 shall constitute sufficient grounds for cancellation of the award and suitable action as per EMD declaration and in accordance with law.

## 11. DATA SHEET - Information to Service Providers

11.1 **The name of the Client is:** Commissioner, Bengaluru Central City Corporation, Public Utility Building, Bengaluru, represented by Superintending Engineer , Bengaluru Central City Corporation
Address of the Client is: Superintending Engineer, Zone-2, 4th floor, Annex Building-3, Bengaluru Central City Corporation, Bengaluru – 560002.

The method of selection is: **Highest Bid Selection**

11.2 **A Technical and a Financial Proposal are requested**: Yes

The name, objectives and description of the Assignment are:

**Name**: Collection of Parking Fees for Vani Vilas Road, Vasavi Temple Street, Kanakapura Road, Diagonal Road, Patalamma Road & T Mariyappa Road

**Objective**: To manage, operate, and collect on-street parking fees in accordance with Bengaluru Central City Corporation's approved

framework.

11.3 **The Bengaluru Central City Corporation will provide the following inputs:**

- Approved parking layout plans
- Approved tariff structure and operational hours
- Necessary approvals for on-street activities
- Compliance Summary for Infrastructure and Equipment (Form 4A)

11.4 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

11.5 Clarifications may be requested up to the last date for submission of queries.
The address for requesting clarifications is: Superintending Engineer, Zone 2, Bengaluru Central City Corporation, Bengaluru

11.6 Proposals should be submitted in the following language(s): **English**

a) Shortlisted Service Providers are not allowed to associate with other shortlisted Service Providers for this assignment.
b) There is no minimum requirement for ticket issuer staff-months. However, the Service Provider must deploy adequate staff as needed to ensure proper supervision and management across all shifts.
c) The proposed ticket issuers must have a minimum of one year of experience in similar roles. This includes interacting with customers, answering queries about pricing and availability, and issuing tickets.
d) All reports required as part of this assignment must be written in English.

11.7 Training is an important feature in this Assignment: No Additional information in the Technical Proposal includes:

- Proof of Financial Turnover
- Work Orders & Completion Certificates
- Team & roles

11.8 Proposals must remain valid for **<u>180</u>** days from the last date of

submission

11.9 Service Providers must submit the proposal through KPPP website

11.10 Proposals must be submitted within the date and time stipulated in https://kppp.karnataka.gov.in

11.11 The address to send information to the Bengaluru Central City Corporation is: Superintending Engineer – Zone 2, Bengaluru Central City Corporation, 4th Floor, Annex Building-3, Bengaluru - 02

## SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Service Provider’s references.

3C. Description of the SOP for collecting of parking revenues

3D. Team composition and roles

3E. Financial turnover for the last 3 years

## 3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From:
[Name and Address of Firm]

To:
Office of the Superintending Engineer
Zone-2, BCCC
4th Floor, Annex Building-3,
Bangalore – 560 002.

Sir,

**Subject: Collection of Parking Fees for Vani Vilas Road, Vasavi Temple Street, Kanakapura Road, Diagonal Road, Patalamma Road & T Mariyappa Road**

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated _____ , and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal submitted under KPPP website.

If negotiations are held during the period of validity of the Proposal, i.e., before *[Date]*_____ we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

**Authorized Signature:**

**Name and Title of Signatory:**

**Name of Firm:**

**Address:**

## 3B. SERVICE PROVIDER'S REFERENCES

### Relevant Services carried out in the last Five Years that best illustrate qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Reference Service Number_____

| | |
|---|---|
| **Name of the client** | |
| **Location** | |
| **Parking collection Services (Value of services per year)** | INR |
| **Start and end date of contract** | |
| **Number of staff deployed** | |
| **Description of the project** | |

**Instructions:**

1) The Bidder shall attach copies of the work orders / completion certificates as evidence for the above or a self-declaration by

an authorized person from the service provider.

## 3C. DESCRIPTION OF THE SOP FOR COLLECTING PARKING REVENUES

---

**Instructions:**

1) The Bidder shall outline the SOP and procedures they will follow for collecting revenues and the protocols and safeguards they will have in place to ensure compliance to the requirements of the RFP

## 3D. TEAM COMPOSITION AND ROLES

**Role 1:**

| | |
|---|---|
| **Position:** | |
| **Number of people deployed:** | |
| **Task Description:** | |

**Role 2:**

| | |
|---|---|
| **Position:** | |
| **Number of people deployed:** | |
| **Task Description:** | |

**Role 3:**

| | |
|---|---|
| **Position:** | |
| **Number of people deployed:** | |
| **Task Description:** | |

**Instructions:**

1) The Bidder shall outline the number of staff and the supervisory team that will be deployed and the roles for the same.

## 3E. Financial Capacity of the Bidder

| | Year 1 | Year 2 | Year 3 |
|---|---|---|---|
| | *(1)* | *(2)* | *(3)* |
| Turnover (INR) | | | |

**Instructions:**

2) The Bidder shall attach copies of the audited balance sheets, financial statements and Annual Reports for 5 (five) years from FY 2020-21. The financial statements shall:

   i) reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
   ii) be audited by a statutory auditor;
   iii) be complete, including all notes to the financial statements; and
   iv) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

3) The Bidder shall also provide the name and address of the Bankers to the Bidder.

4) The Bidder shall provide an Auditor's Certificate specifying the turnover

## SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Compliance Summary for Infrastructure and Equipment
4B. Financial proposal submission form

## 4A. Compliance Summary for Infrastructure and Equipment
## (To be submitted as part of Financial bid only)

| Component | Approximate Quantity | Unit |
|---|---|---|
| *Surveillance CCTV Cameras (Minimum specs: 4K FHD 8MP, IP66+, night vision; minimum 1 camera every 100m on both sides of the road)* | 30 | Nos. |
| *Parking Boards with*<br>*2) Pay-and-park availability*<br>*3) Approved tariff rates*<br>*4) Sample of the E-ticket that is issued*<br>*5) Bengaluru Central City Corporation logo*<br>*6) Name, address and contact of the vendor*<br>*7) Minimum 1 board every 150m on both sides of the road*<br>*8) 3x2 feet (size of the board)* | 40 | Nos. |
| *Road Markings* | 1276 | Sqm |
| *Road Studs (3 per parking slot)* | 1002 | Nos. |
| *Installation and setup (poles, cabling, testing)* | 2.9 | Km |
| *Connectivity (Data SIMs; 1 per handheld machine)* | 43 | Nos. |
| *VMS Boards:*<br>*9) Outdoor LED boards with 4G connectivity*<br>*10) Minimum dimension of 4 feet x 2 feet*<br>*11) One on each end of the road on both sides of the road* | 12 | Nos. |
| Parking wardens / supervisors | *Adequate number to monitor all the slots – < to be updated by bidder>* | |
| Internet-enabled Smart POS machine (4G Connectivity) | 43 POS | Nos. |

We agree to ensure compliance to the above infrastructure and equipment requirement.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Service Provider:
Address:

## 4B. FINANCIAL PROPOSAL SUBMISSION FORM
## (To be submitted as part of Financial bid only)

FROM: (Name of Service Provider) TO: (Name and address of the client)

Ladies/Gentlemen,

Subject: Financial Proposal for **Collection of Parking Fees for Vani Vilas Road, Vasavi Temple Street, Kanakapura Road, Diagonal Road, Patalamma Road & T Mariyappa Road**

We, The undersigned, offer to provide the services for **"Collection of Parking Fees for Vani Vilas Road, Vasavi Temple Street, Kanakapura Road, Diagonal Road, Patalamma Road & T Mariyappa Road"** in accordance with your Request for Proposal dated *[Date],* and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of *[Amount in words and figures per annum/monthly to be paid to BCCC as per below schedule (Including GST and all other taxes)*

| **Sl No** | **Name of the work** | **Payment schedule as per BCCC** | |
|---|---|---|---|
| | | **Contract Period** | **Fixed Annual Bid Amount** |
| 1 | Collection of Parking Fees for Vani Vilas Road, Vasavi Temple Street, Kanakapura Road, Diagonal Road, Patalamma Road & T Mariyappa Road | From the date of Work order | INR _____ |

It is understood that the minimum annual License Fee payable for the first year is INR **198.90 Lakhs** The License fee shall be quoted against this annual amount. However, payment may be made in two equal biannual instalments of 50% each. The License fee will be paid bi-annually in advance by the successful bidder.

We undertake that, in competing for (and, if the award is made to us in executing) the above contract, we will strictly observe the laws against

fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We will ensure compliance with Section 4A and all other terms and conditions laid out in the RFP. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Service Provider:
Address:

**Note : The Tenderer should note that the quoting amount must be above the annual bid amount mentioned above and as described in Terms of Reference failing which the bids will be liable to be rejected.**

## SECTION 5. TERMS OF REFERENCE

### 1. BACKGROUND

Bengaluru Central City Corporation is desirous of obtaining services **"Collection of Parking Fees for Vani Vilas Road, Vasavi Temple Street, Kanakapura Road, Diagonal Road, Patalamma Road & T Mariyappa Road"** The Bengaluru Central City Corporation intends to procure the services of a Contracting firm having similar experience to undertake the assignment. Specifically the following works are intended to be carried out on this Project.

### 2. OBJECTIVES

The Tenderer shall perform the principal services outlined below as a part of responsibility for the services of the work. They shall provide the qualified staff with relevant experience to carry out the assignment. The tenderer will meet with all the compliances listed below as well as in Section 4A. The Services will include but not limited to the following:

- The Service provider should check the location of the Parking Roads to ensure himself that all the criteria are looked into before applying for tender.
- Service Provider, with the concurrence of Bengaluru Central City Corporation shall convene periodical meetings between Bengaluru Central City Corporation to discuss, prepare and finalize collection programme prior to the commencement of work.
- Bengaluru Central City Corporation shall furnish for the use of the Service Provider all necessary data as required for setting out all permanent and temporary works.
- Bengaluru Central City Corporation shall inspect and ensure compliance with the terms and conditions of contract.
- Service Provider shall study all Contract Agreement, Specifications etc. and ensure implementation at site.
- Parking charges to be collected should not exceed the below mentioned Rates

| | *Parking charges (INR)* | |
|---|---|---|
| | **4-Wheeler** | **2-Wheeler** |
| **Per Hour** | 30 | 15 |
| **Full day (Daily** | 150 | 75 |

| | | |
|---|---|---|
| **Pass)** | | |
| **Monthly Pass*** | 3000 | 1500 |

***Note:** A maximum of 30% of slots given as monthly pass

- The Service Providers representatives shall be responsible for overall monitoring of the parking activity in the said sites and shall be available at site every day.
- The Service Provider shall Abe responsible to deploy requisite number of qualified and experienced personnel at site on full time basis to supervise the day-to-day activity of parking and also shall be responsible for monitoring of the vehicle's movement as per specifications and standards.
- The Service Provider shall ensure that all instructions to the Service Providers will be issued in the form of letter written by officer in charge to the Service Provider or site instructions to the Service Provider written by officer in charge or his representative in site instructions book. They shall maintain the record of all such instructions for verification at every time.
- Services for the parking of the vehicle, collection of prescribed & displayed parking fee, Management of traffic within the parking area.
- The contracting agency shall fully responsible for any damages, losses etc. of the parked vehicles. Bengaluru Central City Corporation is in no way responsible for such damage/losses.
- Documentation of all events for security purpose and related matters during the period, which has to be shared to Bengaluru Central City Corporation on every month. The cost of which will not be paid by Bengaluru Central City Corporation.
- Bengaluru Central City Corporation shall provide time assistance and direction to the Service Provider in all matters related to the interpretation of the Contract.
- Service Provider shall ensure all the safety norms as per Government directions like Fire safety, Safety of Workers & general public, Vehicles, etc. are adhered to with proper Insurance Policies at the building at the premises throughout the Contract Period.
- Service provider should disburse salaries / payments / DA / VDA / ESI / PF to its employees as per relevant labour laws & other applicable law /rules. Deposit the requisite benefits to concerned departments like, ESI, PF, etc in time. All details to be submitted to Bengaluru Central City Corporation every month.
- No advertisements should be displayed.
- Should not Sub-let the premises to other agency or persons.
- Service Provider should remit the bid amount & other payments like Penalties, Cost of repairs to Damages, etc. to Bengaluru Central City Corporation in the form of DEMAND DRAFT drawn in favor of Commissioner, Bengaluru Central City Corporation, Bangalore, payable at Bangalore in advance as per his quoted price. Delay in payment will attract an interest of 24% per annum of the amount to be paid to Bengaluru Central City Corporation.
- If the Service Provider fails to perform as per the terms & conditions or fails to pay the above amount / Charges even after THREE

REMINDERS it may be noted that tender will be terminated, and the damages/arrears will be recovered at risk and cost of the Service Provider from the Performance Security deposit amount.

- Service Provider shall carry out joint inspection with Bengaluru Central City Corporation before the end of Contract period and take remedial measures for defects discovered if any, and to correct them and handover the site in correct manner back to Bengaluru Central City Corporation along with records stored there on for a sufficient period. Bengaluru Central City Corporation will not pay any extra cost for this.
- Service Provider should not carry any other activity without prior permission of Bengaluru Central City Corporation.
- Ensure that Cars / Scooters etc. are parked systematically in neat rows. A parking attendant must ensure that vehicles are parked in an orderly manner and that the vehicles do not encroach upon the open space surrounding.
- **Smoking Restrictions**: Smoking shall be prohibited throughout the road Easily readable "NO SMOKING" signs must be conspicuously posted at locations where they can catch the eye. Each sign must also include a pictograph with illumination.
- Service Provider must have the Equipment / Machineries for safety & Security purpose as defined in scope of work
- The Upon termination or expiry of the concession agreement, the Concessionaire shall vacate and hand over the project site to Bengaluru Central City Corporation in 'as-is' condition. All physical and immovable assets developed, installed, or constructed on-ground by the Concessionaire as part of the project shall be transferred to and shall become the absolute property of Bengaluru Central City Corporation, without any financial or legal encumbrance. This clause shall apply strictly to tangible, on-ground physical assets and shall exclude intangible assets or movable items unless specifically provided for in the agreement

The services of the service provider shall be available full time during the entire contract period.

## 3. SPECIFIC RESPONSIBILITIES OF THE TENDERER

### a) Documents

The Bengaluru Central City Corporation shall provide to the Service Provider, the copies of all data available which are considered relevant to the execution of Service Provider’s work and liaison with other departments for access of information and data.

### b) Liaison and Access

The Bengaluru Central City Corporation shall provide liaison with other Government agencies and Departments for only the introduction of the Service Provider. Bengaluru Central City Corporation will only coordinate with Service Provider for arranging unhindered access to the relevant agencies / Departments in order to complete the task successfully.

**c) Schedule for completion of tasks.**

- The work has been tendered on Lump sum Basis of the tender Cost.
- The Contract services shall be for the entire completion of the period i.e., 36 months and further 24 months, if it gets extended

**d) Payments to Bengaluru Central City Corporation**

- The minimum annual Charges (Including GST & all other taxes) payable to Bengaluru Central City Corporation is fixed at **Rs. 1,98,90,000 (Rs. One Crore Ninety eight Lakhs and ninety Thousand only).** Hence, the competing Tenderer should quote the above/more than the minimum charges fixed.

- The Service Provider has to pay total charges per annum in the form of DEMAND DRAFT (as stated above). While the bid must be submitted for the annual amount, payment may be made in two equal installments of 50% each, payable bi-annually. Delay in payment will attract an interest of 24% per annum. If the Service Provider fails to pay the money even after three reminders (Notices), the contract will be cancelled at the risk and cost of Service Provider. All the deposits will be forfeited. The quoted price shall be inclusive of GST, service tax/other taxes.

- The advance payment shall be made within 15 days from the date of receipt of the Letter of Acceptance. Subsequently, all recurring or phase-wise payments shall be made at least 15 days prior to the commencement of operations for the respective phase.

**e) Schedule of payments to Bengaluru Central City Corporation:**

| Sl No | Name of the work | Payment schedule as per Bengaluru Central City Corporation | |
|---|---|---|---|
| | | | **Total Bid Amount** |
| **1** | Collection of Parking Fees for Vani Vilas Road, | From the date of Work order | Total bid amount in either one or two installments (to be paid in advance of each period – exact dates to be finalized at the time of LoA and contract) |

| | | | |
|---|---|---|---|
| | Vasavi Temple Street, Kanakapura Road, Diagonal Road | | |

| | | | |
|---|---|---|---|
| | ,<br>P<br>a<br>t<br>a<br>l<br>a<br>m<br>m<br>a<br>R<br>o<br>a<br>d<br><br>&<br><br>T<br><br>M<br>a<br>r<br>i<br>y<br>a<br>p<br>p<br>a<br>R<br>o<br>a<br>d | | |

The advance payment shall be made within 15 days from the date of receipt of the Letter of Acceptance. Subsequently, all recurring or phase-wise payments shall be made at least 15 days prior to the commencement of operations for the respective phase.

**f) Nonperformance of Services - levying of penalty & termination**

A penalty will be levied on the service provider at minimum 24% per annum (2% per month) on the amount to be paid by the Service Provider to **“Collection of Parking Fees for Vani Vilas Road, Vasavi Temple Street, Kanakapura Road, Diagonal Road, Patalamma Road & T Mariyappa**

**Road"** in respect of non-payment of bid amount as mentioned in Schedule of payments to **Collection of Parking Fees for Vani Vilas Road, Vasavi Temple Street, Kanakapura Road, Diagonal Road, Patalamma Road & T Mariyappa Road** Further, the contract will be terminated and the damages, arrears will be recovered at risk and cost of the Service Provider from the deposit amount.

Total failure on the performance of services will render forfeiture of the Performance Security Deposit and action will be initiated as per Conditions of Contract.

## 4. OBLIGATIONS OF THE CLIENT

### i. Documents

The Bengaluru Central City Corporation shall provide the Service Provider with copies of all data available which are considered relevant to the execution of Service Provider's work and liaison with other departments for access of information and data

### ii. Liaison and Access

The Bengaluru Central City Corporation shall provide liaison with other Government agencies and Departments for the introduction of the Service Provider. The Service Provider shall be given unhindered access to the relevant agencies / Departments in order to complete the project successfully.

**DISPUTES, IF ANY:** Dispute if any, between the client and the Service Provider, the decision of the Commissioner, Bengaluru Central City Corporation, Bengaluru is final and binding on both the Client and Service Provider.

## SECTION 6: CONTRACT FOR SERVICE PROVIDER'S SERVICES

**between**

_____

[Superintending Engineer, Bengaluru Central City Corporation]

**and**

_____

[Name of Service Providers]

**Dated :**

## 1. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the_day of the month of ___, 202_____, between, on the one hand,_____(hereinafter called the "Client") and, on the other hand, _ (hereinafter called the "Service Providers").

[*Note: If the Service Providers consist of more than one entity, the above should be partially amended to read as follows:

" (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Service Providers' obligations under this Contract, namely, and ___(hereinafter called the "Service Providers.")"]

WHEREAS

(a) The Client has requested the Service Providers to provide certain services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Providers, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A: Description of the Services _____
Appendix B: Reporting Requirements __
Appendix C: Key Personnel and Sub-Service Providers ----------
Appendix D: Services and Facilities to be provided by the Client __
Appendix E: Breakdown of Contract Price_____
Appendix F: Form of Guarantee for Advance Payments____

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

2. The mutual rights and obligations of the Client and the Service Providers shall be as set forth in the Contract, in particular:

(a) The Service Providers shall carry out the Services in accordance with the provisions of the Contract; and

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF
OF [NAME OF
CLIENT]

By (Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF SERVICE
PROVIDER]

By (Authorized Representative)

[**Note**: If the Service Providers consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE SERVICE PROVIDERS

[Name of Member]

By (Authorized Representative)

[Name of Member]
By (Authorized Representative) etc.

## 2. GENERAL CONDITIONS OF CONTRACT

### A. GENERAL PROVISIONS

### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupee;

(h) "Member", in case the Service Providers consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Service Providers’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Service Providers, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Service Providers or by any Sub-Service Provider as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Service Providers pursuant to this Contract; and

(m) "Sub-Service Provider" means any entity to which the Service Providers subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Service Providers, or a Sub-Service Provider.

### 1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### 1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### 1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

### 1.5 Location

The Services shall be performed at such locations as are specified in Appendix G and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

### 1.6 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Providers may be taken or executed by the officials specified in the SC.

### 1.7 Taxes and Duties

The Service Providers, Sub-Service Providers and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## B. Commencement, Completion, Modification and termination of Contract

### 2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

### 2.2 Commencement of Services

The Service Providers shall begin carrying out the Services immediately after the date the Contract becomes effective, or at such other date as may be specified in the SC.

### 2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

If the Bidder/Concessionaire wishes to seek an extension after 36 months for an additional period of 24 months, a written request must be submitted at least 30 days before the expiry of 36 months from the date of Work Order.

The Bengaluru Central City Corporation may, at its sole discretion and subject to its assessment of the Bidder’s performance, grant such extension. The decision in this regard shall rest exclusively with BCCC.

### 2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

### 2.5 Force Majeure

### 2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's

performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Providers, the payment shall be arrived on mutual consent under the terms of this Contract.

**2.5.5 Suspension:**

The Client may by written notice of suspension to the Service Providers, suspend all access to the Service Providers hereunder if the Service Providers fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Providers to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Providers of such notice of suspension.

**2.6 Liquidated damages for delay in completion**

**2.7 Termination**

**2.7.1 By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Providers, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) If the Service Providers (or any of their Members) become insolvent or bankrupt;

(c) If, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) If the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Providers (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.7.2 By the Service Providers**

The Service providers may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (b) of this Clause 2.7.2:

(a) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service providers may have subsequently approved in writing) following the receipt by the Client of the Service providers’ notice

specifying such breach;
(b)if, as the result of Force Majeure, the Service providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.7.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law

**2.7.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Service Providers shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Providers and equipment and materials furnished by the Client, the Service Providers shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8

**C. Obligations of the Service Providers:**

**3.1 General**

The Service Providers shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as

faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Providers or third parties.

### 3.2 Service Providers Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Service Providers pursuant to Clause 6 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Sub-Service Providers, and agents of either of them, similarly shall not receive any such additional remuneration.

### 3.3 Procurement Rules of Funding Agencies

If the Service Providers, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Service Providers shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Service Providers in the exercise of such procurement responsibility shall be for the account of the Client.

### 3.4 Service Providers and Affiliates Not to engage in certain Activities

The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Sub-Service Provider and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### 3.5 Prohibition of Conflicting Activities

Neither the Service Providers nor their Sub-Service Providers nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) After the termination of this Contract, such other activities as may be specified in the SC

**3.5 Confidentiality**

The Service Providers, their Sub-Service Providers, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

**3.6 Insurance to Be Taken out by the Service Providers**

The Service Providers (a) shall take out and maintain, and shall cause any Sub- Service Providers to take out and maintain, at their (or the Sub-Service Providers', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.7 Service Providers' Actions Requiring Client's Prior Approval**

The Service Providers shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Service Provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Service Providers shall remain fully liable for the performance of the Services by the Sub-Service Provider and its Personnel pursuant to this Contract;

(b)any other action that may be specified in the SC.

**3.8 Reporting Obligations**

The Service Providers shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

**3.9 Documents Prepared by the Service Providers to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Client, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

## D. Service Providers' Personnel and Sub-Service Providers

### 4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Service Providers' Key Personnel are described in Format 3D (Section 3). The Key Personnel and Sub-Service Providers listed by title as well as by name in Format 3D (Section 3) are hereby approved by the Client.

### 4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Providers, it becomes necessary to replace any of the Key Personnel, the Service Providers shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Providers shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Service Providers shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## E. Obligations of the Client

### 5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Service Providers and the Personnel and any Sub-Service Providers employed by the Service Providers for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Service Providers, Sub-Service Providers and Personnel any such other assistance as may be specified in the SC.

## F. Payment to the Service Providers:

### 6.1 Contract Price

The Contract price is set forth in the Special Condition

### 6.2 Payment for Additional Services

The Service Provider has to render the services of any sort as required by the client due to unforeseen circumstances within the scope of services agreed upon during the contract period without claiming any relaxation in annual charges.

### 6.3 Interest on Delayed Payments

If the Service Provider has delayed payments beyond fifteen (15) days after the due date stated in the Conditions, interest shall be paid to the Client for each day of delay at the rate stated in the Conditions.

## G. Settlement of Disputes

### a. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### b. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance

with the provisions specified in the SC.

**H. Penalty Schedule**

In the event of a breach of contract terms or non-compliance with the Scope of Work, the applicable penalties shall be imposed as per the schedule outlined below:

| Sr. No. | Cause for Penalty to the operator | Penalty per Day (INR) |
|---|---|---|
| 1 | Attendant / security guard at site not in uniform / without identity card | 500 |
| 2 | Arrows indicating parking area not painted | 500 |
| 3 | Boards displaying Pay-and-park availability, rate schedule, sample ticket, and Bengaluru Central City Corporation logo not displayed at site | 500 |
| 4 | Failure to earmark parking as per plan | 1000 per instance |
| 5 | Vehicles found parked outside the officially demarcated parking slots | 500 |
| 6 | Charging higher than prescribed rates | 5000 per instance |
| 7 | Real time collection data not being provided to Bengaluru Central City Corporation | 1000 per day |
| 8 | Vehicle parked in designated area without issuance of ticket (per vehicle) | 1000 per vehicle |
| 9 | Manual parking without entry into handheld device | 2000 per instance |
| 10 | Violation of any other terms and conditions of the Contract | 2000 |

## 3. SPECIAL CONDITIONS OF CONTRACT

**Number of Amendments of, and Supplements to, Clauses in the General GC Clause * Conditions of Contract**

1.1 (h) The Member in

Charge is ]. 1.4.1 The

addresses are:

Client : **Superintending Engineer , Zone -2, Bengaluru Central City Corporation, Bengaluru**

Attention :_____
Telephone :_____
E-mail
:----------

Service Providers :_____
_____
_____

Attention :_____
Telephone :_____
E-mail :----------

[Note: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) In the case of personal delivery or registered mail, on delivery;
(b) In the case of telexes/e-mail, 24 hours following confirmed transmission
(c) In the case of telegrams, 24 hours following confirmed transmission; and
(d) In the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client : **Superintending Engineer , Zone -2, Bengaluru Central City Corporation, Bengaluru**

For the Service Provider : _____

[Note: Fill in the blanks]

[1.7.1 The Service Providers and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[2.1 The date on which this Contract shall come into effect is :

[2.2 The time period shall be 15 days or any other appropriate or such other time period as the parties may agree in writing.

[2.3 The period shall be 15 days or such other period as the parties may agree in writing]. [3.4 The risks and the coverages shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Service Providers or their Personnel or any Sub-Service Providers or their Personnel, for the period of Service Provider;

(2) Third Party liability insurance, with a minimum coverage for Rs. 5,00,000/- (Rupees Five Lakhs only) for the period of Service Provider;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Service Providers and of any Sub-Service Provider, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this Service Provider; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Providers' property used in the performance of the Services, and (iii) any documents prepared by the Service Providers in the performance of the Services.

[Note: Fill in the blanks and delete what is not applicable]

[3.7The Service Providers shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]

[6.2 The amount of Contract

is Rs. . [6.4 The account is….]

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

i. Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree
to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, Bangalore chapter, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Service Providers shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

ii. Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

iii. Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

iv. Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

v. Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

## 4. APPENDICES

### Appendix A: Reporting Requirements

1. **Real-Time Data Integration**

   The Service Provider shall ensure continuous, real-time integration of parking collection data with Bengaluru Central City Corporation's centralized system. The data shall include, at a minimum:
   - Number of tickets issued
   - Revenue collected
   - Occupancy levels for designated parking stretches

2. **Monthly Aggregate Reporting**

   A comprehensive monthly report summarizing the above metrics must be submitted to the Bengaluru Central City Corporation office (address as specified in the main document) no later than the 7th day of the month following the reporting period. The report shall be submitted in both soft and hard copy formats, as prescribed by Bengaluru Central City Corporation.

3. **Advance Payment Schedule**

   The initial advance payment shall be made within 15 days of receipt of the Letter of Acceptance. Thereafter, all subsequent recurring or phase-wise payments shall be made at least 15 days in advance of the commencement of operations for the respective phase.

## Appendix B: Pre bid meeting queries format

| Serial Number | Clause | Page Number | Proposed Modification/Query |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

## Appendix C: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 of Contract) (To be stamped in accordance with Applicable Stamp Act, if any)

Ref:_____Bank Guarantee:_____Date:
_____

Dear Sir,

In consideration of M/s._____(hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s._____ (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No.__dated _____and the same having been unequivocally accepted by the Service Provider, resulting in a Contract valued at_____for_____ _____Contract (hereinafter called the "Contract") and the Client having agreed to make an advance payment to the Service Provider for performance of the above Contract amounting to_____(in words and figures) as an advance against Bank Guarantee to be furnished by the Service Provider.

We _____(Name of the Bank) having its Head Office at _ _____(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Service Provider to the extent of_____ as aforesaid at any time upto _____ @_____without any demur, reservation, contest, recourse or protest and/or without any reference to the Service Provider. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Service Provider. The Client shall have the fullest liberty without affecting this

guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Service Provider any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee that the Client may have in relation to the Service Provider's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____and it shall remain in force upto and including_____and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.____on whose behalf this guarantee has been given.

Dated this_____day of_____20_____at _____

WITNESS

(signature) (signature)

(Name) (Name)

(Official Address) Designation (with Bank stamp)

Attorney as per Power of

Attorney No._____Dated _____

*Note :The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India.*

## Appendix D: EMD Declaration format

I, hereby submit a declaration that the tender submitted by the undersigned, on behalf of the tenderer…… (Name of the tenderer), shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the tenderer…… (Name of the tenderer), also accept the fact that incase of tender is withdrawn or modified during the period of its validity/extended validity period or if we failed to sign the contract in case the contract is awarded to us or we fail to submit a Performance Security and Additional Performance Security, if any, before the deadline fixed in the tender document, then ……
(Name of the tenderer) will be debarred for participation in the tendering process for the Procurements of this Procurement Entity for a period of one year from the date of default.

Signature of the Authorized Signatory, (Official seal)

## Appendix E: Approved Rate Card

Parking charges to be collected should not exceed the below mentioned Rates

| | *Parking charges (INR)* | |
|---|---|---|
| | **4-Wheeler** | **2-Wheeler** |
| **Per Hour** | 30 | 15 |
| **Full day (Daily Pass)** | 150 | 75 |
| **Monthly Pass*** | 3000 | 1500 |

*A maximum of 30% of slots given as monthly pass

## Appendix F – Certificate of Compliance and Understanding

**[To be submitted on the letterhead of the Tenderer / Bidder]**

**Date:**

**To:**
Designation:
Name of the Procuring Authority:
Address:

**Subject: Collection of Parking Fees for Vani Vilas Road, Vasavi Temple Street, Kanakapura Road, Diagonal Road, Patalamma Road & T Mariyappa Road**

I/We, the undersigned, hereby certify that I/we have thoroughly read, understood, and agree to comply with all the clauses, terms, and conditions mentioned in the Tender Document including those specified in the above RFP No: SE/BCCC/Z-2/TEND/02/2025-26

I/We further declare that all the information and documents provided as part of our tender submission are true and accurate to the best of our knowledge and belief

I/We understand that any deviation or false declaration may lead to disqualification or termination of the contract at any stage.

**Authorized Signatory:**

(Signature)

**Name:**

**Designation:**

**Company Name:**

**Contact Details:**

**Seal/Stamp of the Bidder**

## Appendix G: Road Mapping and Allocation of Two-Wheeler and Four-Wheeler Parking Slots

**Vani Vilas Road:**

| | |
|---|---|
| 4 Wheelers Slots | 0 |
| 2 Wheelers Slots | 45 |
| Kilometers of Road | 0.830 km |

**Vasavi Temple Street:**

| | |
|---|---|
| 4 Wheelers Slots | 4 |
| 2 Wheelers Slots | 80 |
| Kilometers of Road | 0.350 km |

**Kanakapura Road:**

| | |
|---|---|
| 4 Wheelers Slots | 0 |
| 2 Wheelers Slots | 45 |
| Kilometers of Road | 0.350 km |

**Diagonal Road:**

| | |
|---|---|
| 4 Wheelers Slots | 0 |
| 2 Wheelers Slots | 35 |
| Kilometers of Road | 0.350 km |

**Patalamma Road:**

| | |
|---|---|
| 4 Wheelers Slots | 0 |
| 2 Wheelers Slots | 55 |

| | |
|---|---|
| Kilometers of Road | 0.400 km |

**T Mariyappa Road:**

| | |
|---|---|
| 4 Wheelers Slots | 70 |
| 2 Wheelers Slots | 0 |
| Kilometers of Road | 0.600 km |